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CERTIFICATE OF FACSIMILE TRANSMISSION UNDER 37 C.F.R. §1.8

I hereby certify that this correspondence, totaling 5 pages including recited attachments, is being facsimile transmitted to the United States Patent and Trademark Office at facsimile no.: 571-273-8300 (Central number) on the below date:

Date: March 2, 2006 Name: David W. Okey Signature: DW Okey

**BRINKS**  
**HOFER**  
**GILSON**  
**& LIONE**

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Appln. of: Yan Zhou et al.

Appln. No.: 10/708,536

Filed: March 10, 2004

For: Superlens and Method for Making the Same

Attorney Docket No: 10095/35

Examiner: Erin D. Chiem

Art Unit: 2883

Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

## TRANSMITTAL

## Attached is/are:

- Power of Attorney by Assignee and Correspondence Address Indication and copy of Assignment document.  
 Return Receipt Postcard

## Fee calculation:

- No additional fee is required.  
 Small Entity.  
 An extension fee in an amount of \$\_\_\_\_ for a \_\_\_\_-month extension of time under 37 C.F.R. § 1.136(a).  
 A petition or processing fee in an amount of \$\_\_\_\_ under 37 C.F.R. § 1.17(\_\_\_\_).  
 An additional filing fee has been calculated as shown below:

	Claims Remaining After Amendment	Highest No. Previously Paid For	Present Extra	Small Entity		Not a Small Entity	
				Rate	Add'l Fee	or	Rate
Total		Minus		x \$25=			x \$50=
Indep.		Minus		x 100=			x \$200=
First Presentation of Multiple Dep. Claim				+\$180=			+\$380=
				Total	\$	Total	\$

## Fee payment:

- A check in the amount of \$\_\_\_\_ is enclosed.  
 Please charge Deposit Account No. 23-1925 in the amount of \$\_\_\_\_. A copy of this Transmittal is enclosed for this purpose.  
 Payment by credit card in the amount of \$\_\_\_\_ (Form PTO-2038 is attached).  
 The Director is hereby authorized to charge payment of any additional filing fees required under 37 CFR § 1.16 and any patent application processing fees under 37 CFR § 1.17 associated with this paper (including any extension fee required to ensure that this paper is timely filed), or to credit any overpayment, to Deposit Account No. 23-1925.

Respectfully submitted,

March 2, 2006

Date

David W. Okey (Reg. No. 42,959)

DW Okey

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**MAR 02 2006**

Attorney Docket No. 10095/35

Inventors: Yan Zhou and Seng-Tiong Ho

Title of Appln.: Superlens and a Method for Making the Same

**POWER OF ATTORNEY BY ASSIGNEE  
AND CORRESPONDENCE ADDRESS INDICATION**

The specification of the above-identified patent application:

- is attached hereto.  
 was filed on March 10, 2004 as U.S. application No. 10/708,536

Seng-Tiong Ho, an individual, ("ASSIGNEE") certifies that he is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

- An assignment from the inventor(s) of the patent application identified above, a copy of which was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, frame \_\_\_\_\_, or a copy thereof is attached; OR  
 A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:  
 1. From Inventors Yan Zhou and Seng-Tiong Ho to Phosistor Technologies, Inc., a copy of which is attached.  
 2. From Phosistor Technologies, Inc. to Seng-Tiong Ho, a copy of which is attached.

ASSIGNEE hereby revokes all previously granted powers of attorney in the above identified patent application and appoints the Practitioners associated with the following Customer Number as its attorneys, with full power of substitution and revocation, to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent(s), to transact all business in the United States Patent and Trademark Office connected therewith, and to act on ASSIGNEE'S behalf before the competent International Authorities in connection with any and all international applications filed by ASSIGNEE:

**Customer No. D0757 - Brinks Hofer Gilson Lione**

Please recognize or change the correspondence address for this application to the address associated with the above-mentioned Customer Number. Please direct all telephonic and facsimile communications to:

David W. Okey  
Tel.: (312) 321-4200; Fax: 312-321-4299

The undersigned hereby authorizes the Practitioners associated with the above Customer Number to accept and follow instructions from Seng-Tiong Ho as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between the Practitioners and the undersigned. In the event of a change in the persons from whom instructions may be taken, the Practitioners will be so notified by the undersigned.

The undersigned (whose title is supplied below) is empowered to act on behalf of ASSIGNEE.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature:   
 Name: Seng-Tiong Ho  
 Title: Assignee Date: March 2, 2006

**ASSIGNMENT**

WHEREAS, Yan Zhou, of 4445 E Valley Ave., Pleasanton, CA 94566 and Seng-Tiong Ho, of 120 Picardy Lane, Wheeling, IL 60090; hereinafter referred to as "Assignors", are the inventors of the invention described and set forth in the below-identified application for United States Letters Patents:

Title of Invention: SUPERLENS AND A METHOD OF MAKING THE SAME

Filing Date: March 14, 2003

Application No.: 60/454,806 and;

WHEREAS, Phosistor Technologies, Incorporated, located at 7079 Commerce Circle, Pleasanton, CA, 94588, hereinafter referred to as "ASSIGNEE", is desirous of acquiring an interest in the invention and applications and in any U.S. Letters Patent and Registrations which may be granted on the same;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on any patent application claiming priority from the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that it will execute and deliver all such further papers, including applications and instruments of transfer as Assignee lawfully may request to obtain Letters Patent and Registrations for the inventions assigned herein in any all countries, and to vest title thereto in Assignee or Assignee's successors and assigns.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue  
patents to the assignee in accordance with the terms of this agreement.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

June 30, 2003

  
Li, Yan Zhen of 4445 E Valley Ave.,  
Pleasanton, CA 94566

DATED:

JUNE 30, 2003

  
I, Seng-Tiong Ho, of 120 Picardy Lane,  
Wheeling, IL 60090.

Phosistor Technologies Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 7079 Commerce Circle (hereinafter called assignor"), hereby assigns certain patent rights to Seng-Tiong Ho, of 120 Picardy Lane, Wheeling, IL 60090 (hereinafter called the "Assignee").

WHEREAS Assignor is the owner of the following *current* Patent Application:

Title: SUPERLENS AND A METHOD OF MAKING THE SAME

AND WHEREAS Assignor has agreed with Assignee for the transfer to it of the whole right, title and interest in and to said Applications and to said Letters Patent, and inventions therein,

NOW THIS ASSIGNMENT WITNESSETH that in pursuance of the said agreement and in consideration of the sum of One U.S. Dollar (\$1.00) paid by Assignee to Assignor (the receipt of which Assignor hereby acknowledges), Assignor, as beneficial owner, hereby assigns and transfers to Assignee said inventions, said Applications and said Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therein and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues or extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and the full exclusive benefits thereof, and all rights, privileges and advantages appertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes, and the like, TO HOLD the same unto and to the use of Assignee, its successors and assigns absolutely during the residue of the respective terms for which the said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues.

ASSIGNOR hereby covenants that Assignor has full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this Assignment or to the detriment of the patent applications, and inventions being assigned hereby.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successor, legal representatives and assigns that, at the time of execution and delivery of these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, that the same are unencumbered, and that assignor has *good and full rights* and lawful authority to sell and convey the same in the manner herein set forth. AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise; that any proceeding in connection with said inventions, or that any division, continuation or continuation-in-part of any Letters Patent to be obtained therein, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to Assignor, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

Executed at this 10<sup>th</sup> day of March, 2004

Assignor: Phosistor Technologies Inc

Signature:



Printed Name: Seng-Tiong Ho  
Title: President